

2017 Afton Farmers Market Vendor Handbook

1. **NAME** The market shall be known as the Afton Farmers Market (AFM) operates under the Afton Area Business Association and is directed by a Market Board, comprised of association members and volunteers.

2. **PURPOSE** The purpose of the AFM Vendors’ Handbook is to: (1) describe the organization and administration of the AFM, and (2) detail the rules and regulations to be followed by the vendors. The Market Manager or Market Board shall deal with any issue not covered in this handbook.

**Mission**

The Afton Farmers Market (AFM) mission is to provide a venue where local farmers, producers, crafters and artisans come together to provide a variety of fresh produce and related products directly to the consumers. The market encourages direct communication between consumers and growers and fosters social gathering and community building.

The AFM draws farmers, producers, crafters and artisans from the St Croix Valley Area and strives to be a resource for local businesses, venue for cultural activity and source of education and opportunity for youth.

**Market Vendors**

Each market vendor should feel free to comment to the Market Board with respect to:

● The overall management, operation, and administration of the AFM.

● The improvement of the AFM site and associated area; the layout of the vendor’s space, and other physical improvements.

● The regulations of the AFM, including: the hours of operation; designation of stall space; market fees; housekeeping and sanitation; rules; posting of signs, etc.

● The advocacy and support of the AFM; and development of advertising and promotional programs for the AFM.

● An AFM evaluation will be provided for the specific use of generating feedback from vendors.

3. **MARKET LOCATION AND SEASON**

**Location** The AFM will be located in the grassy area of the Afton Town Square Park

**Dates and Hours**: The summer season will be every Thursday, June 22nd – September 28th, 3:00 – 7:00 p.m.

4. **MEMBERSHIP**

The Market Board may admit any vendor who:

● Is a grower, producer, or artisan within a 75-mile radius of Afton. Is a responsible advocate or supporter and a person likely to contribute to the betterment of the AFM.

● Agrees to abide by the rules and regulations of the AFM.

● Has paid the vendor fee upon application.

● Special exemptions may be allowed from time to time, upon the approval of the Market Manager, subject to agreement by the Market Board in response to local supply or productivity. Such exemptions are not to interfere with locally produced products.

A vendor must be in good standing to keep her/his spot at the market. A vendor in good standing is someone who:

● Paid her/his fee.

● Attended all mandatory vendor meetings.

● Responded promptly to Market Board communications.

● Is respectful and courteous with other vendors and Market Board members at all times.

● Does not practice blatantly undercutting practices during the market season (as ascertained by the Market Board).

● If a vendor loses their good standing during the season (as ascertained by the Board), they will forfeit their spot immediately and fees will NOT be refunded.

**Items Offered for Sale**

● No live animals may be sold or given away at the AFM.

● All items must be prepared, labeled, displayed, and stored in accordance with the Minnesota Department of Agriculture and Minnesota Department of Health.

● Vendors who are selling baked goods under the handmade items category must package their products for consumption at home. Sellers in this category may not sell their products in single-serving quantities.

● Produce sold as Certified Organic must have originated from an organic grown Certified Farm and the vendor must provide a copy of the vendor’s National Organic Standard certificate as provided by a USDA-accredited agent.

● Farmers can sell eggs directly from their farm to individual customers with no licensing, registration, or inspection. The eggs must be candled, labeled with the farmer's name and address, and kept at temperature of 45 degrees F or less. Eggs can be kept in a cooler with ice for up to 4 hours. For storage beyond 4 hours they should be in mechanical refrigeration. For more information go to: <http://www.misa.umn.edu/FarmFoodResources/LocalFood/EggSales/index.htm>

● All items should be sold by bulk, bundle, or individual item. Items sold by weight units of measure require a Minnesota State Certified Scale.

● Solicitation unrelated to the sale of AFM goods is prohibited without Market Board approval.

● Price, terms of sale, etc. are between a buyer and seller only. All vendors agree to abide by fair business practices.

● No one can sell cottage foods (baked foods, jams and jellies, pickled foods, etc.) in Minnesota without first taking a MDA – approved training and registering with the MDA.

5. **SELECTION PROCESS**

Please note that the number of vendors in each category is limited in order to prevent saturation in one category. This will improve sales for all vendors. The Market Board will determine the number of vendors in each category through the application process.

AFM will allow multiple vendors who are selling similar products (e.g., vegetables, cookies, handmade jewelry) since each one of these items could be a unique design or recipe. Each individual vendor is responsible for distinguishing herself/himself amongst her/his competition.

A vendor seeking to sell items not listed on her/his application must request approval in writing (email is acceptable) to add items to her/his application. These additional items cannot be sold until the Market Manager’s approval is received. The Market Manager has the right to require a vendor to remove unapproved products.

**Vendor Agreement** All applicants for membership must complete a “Vendor Application and Agreement” form. The purpose of the Vendor Application and Agreement form is to maintain a high quality, producer-based market; to provide a variety and balance of products; to ensure fairness to all vendors; and to ensure the vendors abide by the rules of the AFM. The agreement also lists all the products approved by the Market Board for sale at the AFM.

**Review Process**. All products to be offered for sale must be approved by the Market Board to ensure they are indeed produced by the applicant; produced direct from farmer to market; and that they are of high quality; and are compatible with the other products sold at the market. The Market Board reserves the right to refuse acceptance of any applicant or product that is not following the rules, regulations, or standards of the AFM.

6. **BOOTH/STALL ALLOCATION**

**Space Assignment and Location** The market will be set up in the grassy area at the Afton Town Square Park . Booth space is assigned by the Market Manager to allow for best product mix and traffic flow. Each vendor will receive their location assignment via email prior to event dates. Having a booth space in one season is no guarantee that a vendor will have the same stall in any subsequent season.

**Space Limitations** Each vendor is allotted a single booth/stall space, which has 12 frontage feet. A vendor may apply for multiple spaces, but allocation depends on the space available at the time, and may be withdrawn at any time if the space is required for new vendors. Under no circumstances shall a vendor rent more than two (2) stalls which consists of up to 24 frontage feet.

**Sharing** Two market vendors, subject to approval prior to the first day of the market by the Market Manager, may share one stall. Another vendor may be added to your stall once the AFM has begun.

7. **VENDOR RESPONSIBILITIES**

**Compliance** Vendors must fully comply with the following items. Failure to do so may be grounds for termination of the Vendor Application/Agreement and expulsion from the AFM without refund:

● Abide by the Afton Farmer’s Market Vendor Handbook ~ Rules and Regulations.

● Be respectful of customers and other vendors in all interactions; refrain from any kind of harassment or other inappropriate behavior.

● Comply with all Municipal, Provincial, and Federal Regulations regarding labeling, measures, health, and safety, for all products offered for sale at the AFM. Compliance is the responsibility of the individual vendor.

**Payment of Fees** All fees must be paid in full with the submission of the application. Any vendors not accepted into the AFM will have their vendor fees returned. Once the vendor fees have been accepted they are not refundable or negotiable.

**Booth Personnel** Vendors are expected to attend the AFM in person to sell their products and not make use of agents or employees. Anyone other than the grower, producer, or artisan that operates the booth must be listed on the vendor application. Shoppers want to speak to the actual grower, producer, or artisan who is knowledgeable about her/his product and pricing.

Vendors must notify Market Manager if they are NOT coming to the AFM. Notice must be given in one of the following ways NO LATER than 11:00 a.m. on market day:

● Text/call the Market phone number 612.272.0584

● Send an email to [info@aftonfarmersmarket.com](mailto:info@aftonfarmersmarket.com)

Repeated late arrivals or absences by a vendor, with or without notice, may result in suspension or revocation of a vendor’s selling rights. If a vendor needs to leave the AFM early, prior approval is needed from the Market Manager. Vendors will be placed on the end of an aisle for easy access to the parking lot.

If a personal emergency situation arises after the market opens and a vendor feels they must leave, please notify the Market Manager who will do their best to facilitate departure.

**Punctuality** Vendors may start to set up no earlier than 2:30 p.m. Vendors shall be open and ready for business at 4:00 p.m. Vendors may not take down displays until the AFM closes at 7:00 p.m. This includes putting products away, taking down tents, tables, etc. All vendors must remove their vehicles, market belongings, and products after each market day. The stalls should be clean and vacant by 8:00 p.m.

**Products** Vendors must bring enough products to last for the entire market day. Exceptions may be made for reasons of product supply beyond their control.

**List** Each vendor must indicate on the application the items they propose to sell. The AFM Market Board will make the final determination as to what vendors will be allowed to sell. **If a vendor adds new items to the original Vendor Application and Agreement they must be approved by emailing or calling the Market Manager one week prior to the market.**

**Displays** Tents and canopies are recommended and all vendors are responsible for providing tent weights for any tent structures within their stall space. This is to insure safety at the SFM and protect your tents, as well as shoppers and vehicles. Vendors assume full responsibility for any injury, loss, or damage of any kind that may result from improperly or insufficiently securing tents, awnings, display equipment, products, or other items.

Vendors are responsible for providing, setting up and taking down all their own display/stall materials. The Market Manager may ask that unsightly, inappropriate, or unsafe materials be removed. Stalls must be kept neat and clean at all times. The AFM accepts no responsibility for damaged or lost materials.

**Parking** Vendors must park their cars across the street behind Afton House Inn parking lot after setting up. Vendors are not to move their vehicles in the market area between 3:45 and 7:00 p.m. Prime parking areas (which include handicapped spaces, public spaces) must be left for shoppers.

**Conducting Business** Vendors must remain in their own booth/stall(s) when selling. Sales must be conducted in an orderly and business-like fashion. No shouting or other objectionable means of soliciting sales are permitted.

**Pricing** All items offered for sale must have prices prominently and clearly displayed. Shoppers prefer and expect this. Vendors must not practice distress pricing by undercutting other vendors or dumping products at bargain or sale prices. In the event of continued distress pricing, the AFM Market Board reserves the right to cancel a vendor’s application and remove them from the AFM and/or to impose “pricing ranges.” Vendors will be responsible for their own sales tax collection, where applicable.

**Permit, License, Taxes, and Insurance**. Vendors are responsible for obtaining all necessary licenses, permits, inspections and certificates for the sale of their products. The permits must be displayed and/or available on-site throughout the season. All vendors are strongly encouraged to carry their own general liability and product liability insurance, as the Market Board does not provide this coverage

All vendors are required to return an ST-19 Operator Certificate of Compliance form with their application in order to be accepted into the AFM. Any required sales tax collections and remittances are the sole responsibility of the vendors.

The AFM is not liable for any injury, illness, theft, loss, or damage of any kind to either the buyer or the vendor, or their property, arising out of or pertaining to preparation for, participation in, or use or consumption of products bought, sold, or provided at the AFM; whether such injury, illness, theft, loss or damage occurred prior, during, or after the AFM. By participating in the AFM, the vendor further agrees to indemnify and hold the AFM harmless for and against any claims for such injury, illness, theft, loss, or damage.

**Farm Products Grades and Sales Act** Produce should be sold by units or in containers. If a product is sold by weight, the scale has to be government inspected, with a valid sticker displayed. All produce should be correctly labeled and priced.

**Food Safety.** Food safety is the responsibility of the individual vendors at the AFM. For details on specific food safety practices or questions go to the MN Farmers Market Association, MN Department of Agriculture or MN Department of Health.

Every person handling food products must maintain a very high standard of personal hygiene and cleanliness. All vendors and staff must practice these standards to prevent the transfer of pathogens between vendors/staff and therefore to foods. Please adhere to the following guidelines:

● If samples are offered, the proper permits and/or licenses must be obtained as well as your own washing station. No water is provided or available for vendors as a hand washing station. Restrooms are provided in the park ; however, this is NOT potable water for stalls.

● All foods offered for sale must be protected from contamination by being individually wrapped and labeled.

● Baked and processed foods must be pre-packaged at point of production, and smaller items such as muffins must be packaged in lots of at least 3 to discourage eating on site.

● All persons handling food must wear clean clothing, wash hands often, be free from infectious disease, NOT smoke, and avoid touching nose, mouth, hair and skin. All vendors MUST wash hands with warm water and soap after visiting the washroom.

● Containers and wrappings must be single use only, 3 oz or smaller.

● Do not allow any unauthorized persons access to where food is being prepared for sampling.

● Racks, shelves, or tables must be provided for all food displays; and all food must be at least 6 inches off the ground.

● Personal items should not be stored anywhere near food products.

**Sampling and condiments:**

● Do not allow customers to get hands anywhere near samples to be eaten by other customers. Provide toothpicks or small paper containers or pass out each sample.

● Provide tongs, forks, or spoons for each type of condiment being offered; no customer hands in the containers.

● Clean up the serving area often, being especially careful to pick up food scraps that fall on the ground.

Vendors should be aware that State officials may visit the AFM without advanced noticed throughout the season to assess sampling procedures, and the Market Manager monitors vendors continually for compliance with sampling guidelines.

**Garbage** Vendor area must be kept free from garbage during the AFM. At the end of the day, all garbage is to be taken off-site by the vendor. This is especially critical for any produce and food vendors, because of the risk of vermin. Scraps of any such material must be scrupulously cleaned up from the floor or ground. Trash bins will be located on site for public use only.

**Alcohol** No alcoholic beverages are permitted on site at the AFM.

**Tobacco products** No tobacco or nicotine delivery products (i.e. e-cigarettes) are permitted on site at the AFM.

**Animals** Animals are not allowed in the vendor stalls or vehicles.

**Insurance** Insurance coverage is the responsibility of the individual vendor. AFM bears no responsibility for any vendor’s property at the market.

**Weather** The AFM is held rain or shine; and all vendors are expected to be in attendance. The AFM will only be cancelled in the case of severe lightning, thunder, tornadoes, or other extreme weather. Vendors will not be issued a pro-rated refund for any days missed due to weather.

8**. MARKET MANAGER RESPONSIBILITIES**

**Rules and Regulations** The Market Manager supervises the operations of the market. The Market Manager will apply the rules and regulations of the market as detailed in the Afton Farmer’s Market Vendor Handbook, and report violations to the Market Board, as necessary. The Market Manager may ask the Market Board to suspend a vendor for one or more days for a serious violation of the rules. Depending on the nature of the violation the Market Manager and/or the Market Board reserves the right to remove a vendor from the AFM at any time for any reason.

**Space Allocation** The Market Manager shall assign all stall space with consideration of the following: vendor attendance record, including late arrivals and early departures (applicable after the first year that a vendor participates in the AFM); stall availability; product category and its compatibility with products of nearby vendors; and special requirements such as late arrivals. The Market Manager may move a vendor for reasons of safety, health, product compatibility, or any other valid reason.

**Removal of Persons.** The Market Manager has the authority, with cause, to request any vendor or other person to leave the market operating area and, if necessary, to call the police for assistance. The Market Manager, depending on the violation, may expel a vendor from the market and future markets.

**Problem Resolution** Vendors are encouraged to approach the Market Manager or the Market Board if they encounter a problem. Any discussion of the problems of the AFM in front of customers is strongly discouraged and shall be avoided. Entertainers Musicians and entertainers present at the AFM must have the prior approval of the Market Manager and/or Market Board. Cleaning The Market Manager shall ensure that the AFM is left in a clean and tidy condition at closing. The vendors’ cooperation is imperative.

9. **FEES**

All applicants must complete a Vendor Application. The following are the fees for the 2015 season:

● **Full season vendor fee:** $60/season if postmarked by May 1 $75 if postmarked after May 1

● **Youth Season vendor** $30 (under 18 with parent permission). If under 16, parent must be present at the SFM each week.

● **Occasional vendor fee**: $15/day, up to full season rates. Occasional youth vendor fee is $10/day.

● **Non-profit** no fee, but must distribute market posters and flyers in their business in exchange for setting up at the market. Non-profits cannot sell products, but can sell memberships and solicit donations.

The vendor fees must be submitted with the application. If a vendor is not accepted, the fee will be returned. Applications will be reviewed by the Market Board and vendors notified by May 10. Any “non-sufficient fund” check that is returned will be assessed the current rate charged by the bank.

**Refund Policy** The vendor stall fee is non-refundable and non-negotiable. The full season fees may be refundable for a valid or compassionate reason on approval by the Market Board and Market Manager. If allowed, a refund will be pro-rated according to market days remaining. If a vendor is removed from the AFM, no refund will be issued.